

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STATE FARM MUTUAL AUTOMOBILE	:	CIVIL ACTION
INSURANCE COMPANY	:	
	:	
v.	:	
	:	
DAVID HARRISON	:	NO.

COMPLAINT SEEKING DECLARATORY JUDGMENT

1. Plaintiff, State Farm Mutual Automobile Insurance Company, is an Illinois corporation with its principal place of business in Bloomington, Illinois.

2. Defendant, David Harrison, is an adult individual and a citizen of the Commonwealth of Pennsylvania who resides at 4273 Bensalem Boulevard, Bensalem, Pennsylvania 19020.

3. Jurisdiction is conferred on this Court by 28 U.S.C. §1332 because Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds seventy-five thousand dollars (\$75,000.00).

4. Venue is proper in this district pursuant to 28 U.S.C. §1391 because a substantial part of the events that gave rise to this claim occurred in this district.

5. Defendant, David Harrison, was involved in a motor vehicle accident on May 9, 2001.

6. The motor vehicle accident in question took place on Bristol Pike at or near Woodhaven Road located in Bensalem

Township.

7. Mr. Harrison was the operator of a motorcycle.

8. Mr. Harrison was involved in a motor vehicle accident with a vehicle operated by George L. Peterson.

9. Mr. Harrison brought a claim for personal injuries against Mr. Peterson.

10. Mr. Harrison has settled his claim against Mr. Peterson.

11. David Harrison is now bringing a claim for underinsured motorist benefits against State Farm Mutual Automobile Insurance Company.

12. The motorcycle owned and operated by David Harrison was insured by Universal Underwriters.

13. The motorcycle owned and operated by David Harrison did not have underinsured motorist coverage.

14. At the time of this accident David Harrison resided with his father, Sean Harrison.

15. Sean Harrison had two vehicles insured by State Farm Mutual Automobile Insurance Company.

16. Each vehicle owned by Sean Harrison had underinsured motorist limits of \$50,000.00 per person.

17. The total underinsured motorist coverage purchased by Sean Harrison is \$100,000.00 per person.

18. Both vehicles owned by Sean Harrison were insured under Policy Form No. 9838.7.

19. The insurance policy issued to Sean Harrison states that "arbitration shall not be a means of settlement to decide: (5) a determination of whether a claimant is an insured under these

coverages."

20. The policies of insurance issued to Sean Harrison exclude coverage for underinsured motorist benefits for an individual occupying a motor vehicle owned or leased to that individual if their vehicle was not insured for underinsured motorist coverage.

21. David Harrison's motorcycle did not have underinsured motorist coverage and, therefore, he is not entitled to underinsured motorist coverage under the State Farm policies.

22. State Farm Mutual Automobile Insurance Company has denied underinsured motorist benefits to David Harrison as he does not qualify as an insured under their policies.

23. State Farm Mutual Automobile Insurance Company requests that this Court enter an Order declaring that David Harrison is not entitled to underinsured motorist benefits under the policies of insurance issued to Sean Harrison.

WHEREFORE, Plaintiff, State Farm Mutual Automobile Insurance Company, respectfully requests that this Honorable Court issue an Order precluding David Harrison from making a claim for underinsured motorist benefits under the policies of insurance issued to Sean Harrison.

PALMER & BARR, P.C.

BY: _____

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